

well to state in the contract, are to be considered

as "of the essence of the contract").

2. That the abstract of title shall be deemed to be perfect if it supplies the information suggested by any requisition.

3. That if the purchaser shall insist on any requisition or objection which the vendor is unable or unwilling to remove or comply with, the vendor shall be at liberty to rescind the contract and return the purchaser his deposit.

4. That the property shall be considered to be correctly described and its identity admitted by the purchaser on comparing the description in the title-deeds with the description given in the contract.

5. That the purchaser shall be deemed to purchase the property with full notice of the actual state of repair and take the property as it is.

6. That the property is sold subject to all rights of way and other rights or easements.

7. That the vendor will hold the fire insurance policy for the benefit of the purchaser.

8. As to the time, place and mode of completion.

9. As to the apportionment of the outgoings (i.e. rates, etc.) on the completion.

10. As to the purchaser paying interest on the balance of purchase money if completion is delayed beyond the date fixed for completion.

n. What is to happen if the purchaser fails to complete his purchase (i.e. the

forfeiture of deposit
to the vendor and the vendor's right to
resell, and
to claim damages for any loss through
the property
being subsequently sold at a loss).

It will be seen from the above that
most of the
conditions are in the vendor's favour
—for much